

211-08/PJG

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAZDA MOTOR CORPORATION,

Plaintiff,  
- against -

MAERSK LINE; AP MOLLER-MAERSK A/S;  
MAERSK SEALAND; MAERSK INC., BURLINGTON  
NORTHERN AND SANTA FE RAILWAY COMPANY;  
BNSF RAILWAY CO.; BURLINGTON NORTHERN  
SANTA FE CORP.,

Defendants.

-----X  
ECF CASE

08 Civ. 355 (NRB)

AP MOLLER-MAERSK A/S'  
CROSS-CLAIM AGAINST CO-  
DEFENDANTS

Defendant AP MOLLER-MAERSK A/S (hereinafter "Maersk"), by its attorneys, Freehill, Hogan & Mahar, LLP, as and for its Cross-claim against Co-Defendants BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, BNSF RAILWAY CO., and BURLINGTON NORTHERN SANTA FE CORP. (hereinafter collectively referred to as "BNSF"), allege upon information and belief as follows:

1. Defendant Maersk repeats and realleges each and every admission, denial, and denial of information and knowledge contained in paragraphs 1-41 of its Answer with the same force and effect as if set forth at length herein.
2. This Cross-Claim is asserted strictly without prejudice to or waiver of any of the affirmative defenses contained in the Answer.

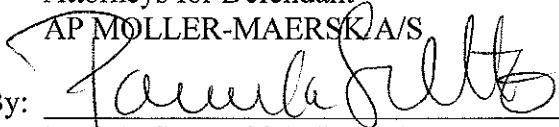
3. If there was any loss or damage to the shipment(s) referred to in the Complaint, which is denied, then said loss or damage was brought about or caused by Co-Defendants BNSF's negligence and/or breach of contract, implied or express, and/or breach of warranty, implied or express, and/or breach of bailment duties, and by reason thereof, Maersk is entitled to full indemnity and/or contribution from the aforesaid Co-Defendants for any and all such loss, damage and liability, including any reasonable attorney fees and expenses.

4. If Plaintiff is entitled to recover any damages against Maersk, Maersk is entitled to recover indemnity and/or contribution from Co-Defendants BNSF for such sums together with expenses including reasonable attorney fees and costs in defending Plaintiff's action.

**WHEREFORE**, Defendant Maersk prays:

- (a) That judgment be entered in favor of Maersk and against Plaintiff dismissing the Complaint with costs and disbursements;
- (b) That if judgment is entered in favor of Maersk, that it have judgment over and against Co-Defendants BNSF on the Cross-Claim herein, together with costs and attorney fees; and
- (c) That the Court direct such other further relief as it deems just and proper in the premises.

Dated: New York, New York  
June 4, 2008

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